

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF INGHAM

STATE OF MICHIGAN and  
MICHIGAN DEPARTMENT OF  
ENVIRONMENTAL QUALITY,

Plaintiffs,

v

File No. 04-143-CE

Honorable William E. Collette

AMERICAN CYANAMID COMPANY,  
AMERICAN PREMIER UNDERWRITERS, INC.,  
DAVID BROWN UNION PUMPS COMPANY,  
EAGLE OTTAWA, LLC,  
EATON CORPORATION,  
ELECTROLUX NORTH AMERICA, INC.,  
GENERAL MOTORS CORPORATION,  
HAMILTON SUNDSTRAND DOWAGIAC, INC.,  
H. B. FULLER COMPANY,  
HERCULES INCORPORATED,  
HUMPHREY PRODUCTS COMPANY,  
IDRAPRINCE, INC. (F/K/A PRINCE MACHINE  
CORPORATION, F/K/A PRINCE DIE CAST),  
KALSEC, INC.,  
KAWNEER COMPANY, INC.,  
KIRSCH DIVISION OF NEWELL WINDOW FURNISHINGS, INC.,  
MAGNA DONNELLY CORPORATION  
(F/K/A DONNELLY CORPORATION),  
MENASHA PACKAGING COMPANY, LLC,  
OWENS-ILLINOIS, INC.,  
PARKE-DAVIS AND COMPANY,  
PARKER-HANNIFIN CORPORATION,  
SHAKESPEARE COMPANY,  
THE W-L MOLDING COMPANY,

Defendants.

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**CONSENT DECREE FOR PAYMENT  
OF PAST RESPONSE ACTIVITY COSTS**

The Plaintiffs are the State of Michigan and the Michigan Department of Environmental Quality (MDEQ).

The Defendants are American Cyanamid Company, American Premier Underwriters, Inc., David Brown Union Pumps Company, Eagle Ottawa, LLC, Eaton Corporation, Electrolux North America, Inc., General Motors Corporation, Hamilton Sundstrand Dowagiac, Inc., H. B. Fuller Company, Hercules Incorporated, Humphrey Products Company, IdraPrince, Inc. (f/k/a Prince Machine Corporation, f/k/a Prince Die Cast), Kalsec, Inc., Kawneer Company, Inc., Kirsch Division of Newell Window Furnishings, Inc., Magna Donnelly Corporation (f/k/a Donnelly Corporation), Menasha Packaging Company, LLC, Owens-Illinois, Inc., Parke-Davis and Company, Parker-Hannifin Corporation, Shakespeare Company, The W-L Molding Company, and their respective successors and assigns.

The Consent Decree concerns the payment by the Defendants of past response activity costs incurred by the State of Michigan (the State) at the Otsego/A-1 Disposal Landfill, Allegan County, Michigan (hereinafter Facility). Pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.20101 *et seq*, and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 USC § 9601 *et seq*, the State has incurred response activity costs in responding to a release or threat of release of hazardous substances at the Facility. The Defendants agree not to contest (a) the authority or jurisdiction of the Court to enter this Consent Decree; or (b) any terms or conditions set forth herein.

The entry of this Consent Decree by the Defendants is neither an admission of liability with respect to any issue covered under this Consent Decree nor is it an admission or denial of any factual allegations or legal conclusions stated or implied herein.

The Parties agree, and the Court by entering this Consent Decree finds, that the terms and conditions of the Consent Decree are fair, reasonable, and consistent with the public interest and the doctrines of applicable law.

NOW, THEREFORE, before the taking of any testimony, and without this Consent Decree constituting an admission of any of the allegations in the Complaint or as evidence of the same, and upon the consent of the Parties, by their attorneys, it is hereby ORDERED, ADJUDGED, AND DECREED:

### **I. JURISDICTION**

1.1 This Court has jurisdiction over the subject matter of this action pursuant to MCL 324.20137. This Court also has personal jurisdiction over the Defendants. The Defendants waive all objections and defenses that they may have to the jurisdiction of this Court or to venue in this District.

1.2 The Court shall retain jurisdiction over the Parties and subject matter of this action to enforce this Consent Decree.

### **II. PARTIES BOUND**

2.1 This Consent Decree shall apply to and be binding upon Plaintiffs and the Defendants and their successors. No change or changes in the ownership or corporate status of the Defendants shall in any way alter the Defendants' responsibilities under this Consent Decree.

2.2 All of the Defendants shall be jointly and severally liable for the payments specified in this Consent Decree. The signatories to this Consent Decree certify that they are authorized to execute this Consent Decree and to legally bind the Parties they represent.

### **III. STATEMENT OF PURPOSE**

In entering into this Consent Decree, the mutual intent of the Plaintiffs and the Defendants is to resolve, without further litigation, Plaintiffs' claims against the Defendants for the recovery of past response activity costs that the State has incurred at the Facility.

### **IV. DEFINITIONS**

4.1 "Consent Decree" means this Consent Decree and any attachment hereto.

4.2 "Defendants" means the following companies and their respective predecessors, successors and assigns, individually and jointly: American Cyanamid Company, American Premier Underwriters, Inc., David Brown Union Pumps Company, Eagle Ottawa, LLC, Eaton Corporation, Electrolux North America, Inc., General Motors Corporation, Hamilton Sundstrand Corporation, Dowagiac, Inc., H. B. Fuller Company, Hercules Incorporated, Humphrey Products Company, IdraPrince, Inc. (f/k/a Prince Machine Corporation, f/k/a Prince Die Cast), Kalsec, Inc., Kawneer Company, Inc., Kirsch Division of Newell Window Furnishings, Inc., Magna Donnelly Corporation (f/k/a Donnelly Corporation), Menasha Packaging Company, LLC, Owens-Illinois, Inc., Parke-Davis and Company, Parker-Hannifin Corporation, Shakespeare Company, and The W-L Molding Company.

4.3 "Facility" means any area of the Property identified in Attachment A where a hazardous substance in concentrations that exceed the requirements of Section 20120a(1)(a) or (17) of the NREPA, MCL 324.20120a(1)(a) or (17); or the cleanup criteria for unrestricted residential use under Part 213, Leaking Underground Storage Tanks, of the NREPA, has been released, deposited, or disposed of, or otherwise comes to be located; and any other area, place, or property where a hazardous substance, in concentrations that exceed these requirements or

criteria, has come to be located as a result of the migration of the hazardous substance from the Property.

4.4 "Plaintiffs" means the State of Michigan and the Michigan Department of Environmental Quality, their successor entities, and those authorized persons or entities acting on their behalf.

4.5 "Party" means the Plaintiffs or Defendants. "Parties" means the Plaintiffs and Defendants.

4.6 All other terms used in this Consent Decree, which are defined in Part 201 of NREPA, MCL 324.20101 *et seq*, or the Part 201 Administrative Rules, 1990 AACRS 299.5101 *et seq*, shall have the same meaning in the Consent Decree as in Part 201 and its rules.

#### **V. REIMBURSEMENT OF PAST RESPONSE ACTIVITY COSTS**

5.1 On or before April 1, 2004, the Defendants shall pay to the MDEQ the sum of two million five hundred thousand dollars (\$2,500,000.00) to resolve all claims for past response activity costs incurred by the State prior to April 5, 1999 as set forth in Attachment B, and to resolve all claims for interest and penalties that may be applicable to those costs, and five hundred thirty-six thousand dollars (\$536,000.00) to resolve all claims for past response activity costs incurred by the State between April 5, 1999 through the dates set forth in Attachment C, and to resolve all claims for interest and penalties that may be applicable to those costs.

Payment is to be made by check payable to the "State of Michigan – Environmental Response Fund" and sent to:

Financial and Business Services Division  
Revenue Control Unit  
Michigan Department of Environmental Quality  
P.O. Box 30657  
Lansing, MI 48909-8157

(Via Courier)  
5th Floor South, Constitution Hall  
525 West Allegan Street  
Lansing, MI 48913

To ensure proper credit, payments made pursuant to this Consent Decree must be made by check referencing the Otsego/A-1 Disposal Landfill name, the Ingham County Circuit Court File Number, and the Remediation and Redevelopment Division Account Number RRD2098.

5.2 If the Defendants fail to pay to make full payment to the MDEQ as specified in Paragraph 5.1, interest shall begin to accrue on the unpaid balance at the rate specified in Section 20126a(3) of the NREPA on the day after payment was due until the date upon which the Defendants make full payment of those costs and the accrued interest to the MDEQ.

5.3 Costs recovered pursuant to this Consent Decree shall be deposited in the Environmental Response Fund in accordance with the provisions of Section 20108(3) of the NREPA, MCL 324.20108(3).

#### **VI. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS BY PLAINTIFFS**

6.1 In consideration of the payments to be made by the Defendants under the terms of this Consent Decree, except as specifically provided in this Section VI, the Plaintiffs covenant not to sue or to take administrative action against the Defendants for the matters addressed in Paragraphs 5.1 and, if applicable, 5.2. This covenant not to sue shall take effect upon the MDEQ's receipt of the payment required by Paragraphs 5.1 and 5.2. This covenant not to sue applies only to past response activity costs and shall not be construed as a covenant not to sue for any other liability that the Defendants may have to the State for the Facility. This covenant not to sue extends only to the Defendants and does not extend to any other person.

6.2 The covenant not to sue applies only to those matters specified in Paragraph 6.1. Plaintiffs reserve the right to bring an action against the Defendants under any applicable authority for any matters that are not set forth in Paragraph 6.1. Plaintiffs reserve, and this Consent Decree is without prejudice to, all rights to take administrative action or to file a new action pursuant to any applicable authority against Defendants with respect to all other matters, including, but not limited to, the following:

- (a) liability for the performance of any response activities that are required at the Facility;
- (b) liability for the recovery of response activity costs other than those referred to in Section V (Reimbursement of Past Response Activity Costs);
- (c) liability arising from the past, present, or future treatment, handling, disposal, release, or threat of release of hazardous substances outside of the Facility and not attributable to the Facility;
- (d) liability arising from the past, present, or future treatment, handling, disposal, release, or threat of release of hazardous substances taken from the Facility;
- (e) liability for damages for injury to, destruction of, or loss of natural resources and for the costs of any natural resource damage assessment;
- (f) criminal liability; and
- (g) liability for violations of federal or state law that occur during or after the performance of the response activities at the Facility.

6.3 Plaintiffs expressly reserve all of their rights and defenses pursuant to any available legal authority to enforce this Consent Decree.

6.4 In addition to, and not as a limitation of, any other provision of this Consent Decree, the MDEQ retains all authority and reserves all rights to perform, or to contract to have performed, any lawful response activities that the MDEQ determines are necessary and appropriate and to seek to recover response activity costs authorized by law.

6.5 Nothing in this Consent Decree shall limit the power and authority of the MDEQ or the State of Michigan to take, direct, or order all appropriate action to protect the public health, safety, or welfare, or the environment; or to prevent, abate, or minimize a release or threatened release of hazardous substances, pollutants, or contaminants on, at, or from the Facility.

## **VII. COVENANT NOT TO SUE BY DEFENDANTS**

7.1 The Defendants hereby covenant not to sue and agree not to assert any claim or cause of action against the State of Michigan with respect to the Facility for matters addressed in Paragraph 5.1, including, but not limited to, any direct or indirect claim for reimbursement from the Cleanup and Redevelopment Fund pursuant to Section 20119(5) of the NREPA, MCL 324.20119(5), or any other provision of law for expenditures made pursuant to this Consent Decree.

7.2 In any subsequent administrative or judicial proceeding initiated by the Attorney General for injunctive relief, recovery of response activity costs, or other appropriate relief relating to the Facility, Defendants agree not to assert, and may not and shall not maintain any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by Plaintiffs in the subsequent proceeding were or should have been brought in this case; provided,



however, that nothing in this paragraph affects the enforceability of the covenants not to sue set forth in Section VI (Covenant Not to Sue and Reservation of Rights by Plaintiffs).

7.3. Defendants' covenant not to sue set forth in Paragraph 7.1 applies only to those matters specified in Paragraph 7.1. Defendants reserve, and this Consent Decree is without prejudice to, all of Defendants' rights to bring an action against Plaintiffs under federal or state law for any matter not set forth in Paragraph 7.1.

7.4. The covenant not to assert certain defenses set forth in Paragraph 7.2 applies only to those defenses specified in Paragraph 7.2. Defendants reserve, and this Consent Decree is without prejudice to, each Defendant's right to assert defenses that are not set forth in Paragraph 7.2 and each Defendant's rights and defenses with respect to the actions and activities described in Paragraphs 6.2 through 6.5 of this Consent Decree, for which Plaintiffs have reserved their rights.

7.5. Defendants expressly reserve all of their rights and defenses pursuant to any available legal authority to enforce this Consent Decree.

### **VIII. CONTRIBUTION PROTECTION**

Pursuant to Section 113(f)(2) of CERCLA, 42 USC § 9613(f)(2), and Section 20129(5) of NREPA, MCL 324.20129(5) and to the extent provided in Section VI (Covenant Not to Sue by Plaintiffs and Reservation of Rights), Defendants shall not be liable for claims for contribution regarding matters addressed in this Consent Decree. Entry of this Consent Decree does not discharge the liability of any other person or persons liable under Section 107 of CERCLA, 42 USC § 9607, or Section 20126 of NREPA, MCL 324.20126. Pursuant to Section 20129(9) of the NREPA, MCL 324.20129(9), any action by the Defendants for contribution from

any person not a party to this Consent Decree shall be subordinate to the rights of the State if the State files an action pursuant to the NREPA or other applicable federal or state law.

**IX. SEPARATE DOCUMENTS**

This Consent Decree may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Consent Decree may be executed in duplicate original form.

**X. EFFECTIVE DATE**

This Consent Decree shall be effective upon the date that this Consent Decree is entered with the Court.

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
CONSENT DECREE  
SIGNATURE PAGE

*STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL*

IT IS SO AGREED BY PLAINTIFFS:

Attorney for Plaintiffs

MICHAEL A. COX  
Attorney General

By: Robert P. Reichel  
Robert P. Reichel (P31878)  
Assistant Attorney General  
Environment, Natural Resources,  
and Agriculture Division  
5th Floor South, Constitution Hall  
525 West Allegan Street  
Lansing, MI 48913  
(517) 373-7540

Date: 2-3-04

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
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SIGNATURE PAGE

STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL  
Dept. of Attorney General  
**RECEIVED**

JAN 23 2004

IT IS SO AGREED BY DEFENDANT:

NATURAL RESOURCES  
DIVISION

Defendant Company: American Cyanamid Company (now known as Wyeth Holdings Corporation)

Executed By:

*Thomas E. Mesevage*

Date:

January 14, 2004

Print or Type Name:

Thomas E. Mesevage

Title:

Counsel

Designated Representative:

Thomas E. Mesevage, Esq.

Firm:

Cytec Industries Inc.

Address:

5 Garret Mountain Plaza

West Paterson, NJ 07424

Telephone:

973-357-3358

Fax:

973-357-3058

Agent for Service:

The Corporation Company

Address:

30600 Telegraph Rd.

Bingham Farms, MI 48025

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
CONSENT DECREE  
SIGNATURE PAGE

STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL

IT IS SO AGREED BY DEFENDANT:

Defendant Company: American Premier Underwriters, Inc.  
Executed By: Jonathan A. Conte  
Date: 1/15/04  
Print or Type Name: Jonathan A. Conte  
Title: Attorney in Fact  
Designated Representative: Jonathan A. Conte  
Firm: Blank Rome  
Address: 201 E. Fifth St.  
Suite 1700  
Cincinnati, Ohio 45202  
Telephone: 513-~~65~~ 362-8700  
Fax: 513- 362-8791  
Agent for Service: Jonathan A. Conte  
Address: (See Above)

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*STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL*

IT IS SO AGREED BY DEFENDANT:

Defendant Company: David Brown Union Pumps Co.

Executed By: 

Date: 1/16/04

Print or Type Name: Jamieson M. Schiff, Esq.

Title: Attorney

Designated Representative: Patricia Bisshopp

Firm: Textron

Address: 40 Westminster Street  
Providence, RI 02903

Telephone: (401) 457-2245

Fax: (401) 457-2460

Agent for Service: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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*STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL*

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Eagle Ottawa, LLC

Executed By: 

Date: 1/13/04

Print or Type Name: Jerry Sumpter

Title: President

Designated Representative: Eugene Smary, Esq.

Firm: Warner Norcross & Judd LLP

Address: 900 Fifth Third Center

111 Lyon Street N.W.

Grand Rapids, Michigan 49503

Telephone: (616) 752-2129

Fax: (616) 222-2129

Agent for Service: Eugene Smary, Esq.

Address: Warner Norcross & Judd LLP

900 Fifth Third Center; 111 Lyon Street N.W.

Grand Rapids, Michigan 49503

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CONSENT DECREE  
SIGNATURE PAGE

*STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL*

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Eaton Corporation

Executed By: Earl R. Franklin

Date: January 6, 2004

Print or Type Name: Earl R. Franklin

Title: Vice President and Secretary

Designated Representative: Jennifer T. Nijman

Firm: Winston & Strawn

Address: 35 West Wacker Drive  
Chicago, IL 60601-9703

Telephone: (312) 558-5600

Fax: (312) 558-5700

Agent for Service: The Corporation Company

Address: 30600 Telegraph Road  
Bingham Farms, MI 48025



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STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL

IT IS SO AGREED BY DEFENDANT:

Defendant Company: ELECTROLYX NORTH AMERICA, INC.  
Executed By: Dyla E Mix  
Date: 11-8-04  
Print or Type Name: DOUGLAS E. MIX  
Title: VP REGULATORY AFFAIRS  
  
Designated Representative: JOHN LANG  
Firm: QUANTUM MANAGEMENT GROUP, INC.  
Address: 3550 BURCH AVENUE  
2ND FLOOR  
CINCINNATI, OH 45208  
Telephone: 513-871-7203  
Fax: 513-871-7204  
  
Agent for Service: THE CORPORATION COMPANY  
Address: REGISTERED OFFICE  
30600 TELEGRAPH ROAD  
BINGHAM FARMS, MI 48025

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
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STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL

IT IS SO AGREED BY DEFENDANT:

Defendant Company: GENERAL MOTORS CORPORATION

Executed By: Michelle T. Fisher

Date: JANUARY 20, 2004

Print or Type Name: MICHELLE T. FISHER

Title: ATTORNEY

Designated Representative: DAVID TRIPP

Firm: DYKEMA GOSSETT

Address: 400 RENAISSANCE CENTER

DETROIT, MI

Telephone: 313-568-6748

Fax: 313-568-6701

Agent for Service: CT CORPORATION

Address: \_\_\_\_\_

\_\_\_\_\_

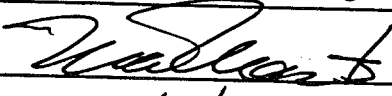
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STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Hamilton Sundstrand Dowagiac, Inc.

Executed By: 

Date: 12/24/03

Print or Type Name: Michael A. Monts

Title: Secretary

Designated Representative: Kathleen M. McFadden

Firm: United Technologies Corporation

Address: One Financial Plaza, M/S 524-Legal  
Hartford CT 06101

Telephone: 860-728-7895

Fax: 860-660-0301

Agent for Service: CT Corporation Systems

Address: 101 Federal Street, Suite 300  
Boston MA 02110

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
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STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL

IT IS SO AGREED BY DEFENDANT:

Defendant Company: H. B. Fuller

Executed By: Susan Mussell

Date: 1-8-04

Print or Type Name: SUSAN MUSSELL

Title: LITIGATION COUNSEL

Designated Representative: DAVID ERIN CRISMAN

Firm: H. B. Fuller

Address: 1200 Willow Lake Blvd.  
St. Paul, Mn. 55164

Telephone: Susan m. 651-236-5216

Fax: " " " - 415-9582

Agent for Service: AT Corporation

Address: 30600 Telegraph Road  
Bingham Farms, MI 48025

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
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STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Hercules Incorporated

Executed By: Thomas Wm. Fredericks

Date: 1/7/04

Print or Type Name: THOMAS Wm. FREDERICKS

Title: Global Supply Chain Director

Designated Representative: RICHMOND L. WILLIAMS

Firm: HERCULES INCORPORATED

Address: 1313 NORTH MARKET STREET

WILMINGTON, DE 19894

Telephone: (302) 594-7020

Fax: (302) 594-6998

Agent for Service: CT CORPORATION SYSTEM

Address: CORPORATION TRUST CENTER

1209 ORANGE STREET

WILMINGTON, DE 19801

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
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SIGNATURE PAGE

STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Humphrey Products Company

Executed By: M. Linda Rynd

Date: 1/12/2004

Print or Type Name: M. Linda Rynd

Title: Human Resources Manager

Designated Representative: Mark M. Davis, Esq.

Firm: Varnum, Riddering, Schmidt & Howlett LLP

Address: Bridgewater Place

P.O. Box 352

Grand Rapids, MI 49501-0352

Telephone: 616/336-6733

Fax: 616/336-7000

Agent for Service: Mark M. Davis, Esq.

Address: same as above

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
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STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL

IT IS SO AGREED BY DEFENDANT:

Defendant Company: IdraPrince, Inc.

Executed By: Robert Angeli

Date: 1/7/04

Print or Type Name: ROBERT ANGELI

Title: EXEC. V.P., NORTH AMERICA

Designated Representative: Mark M. Davis, Esq.

Firm: Varnum, Riddering, Schmidt & Howlett LLP

Address: Bridgewater Place

P.O. Box 352

Grand Rapids, MI 49501-0352

Telephone: 616/336-6733

Fax: 616/336-7000

Agent for Service: Mark M. Davis, Esq.

Address: same as above

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
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*STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL*

IT IS SO AGREED BY DEFENDANT:

Defendant Company: KALSEC, INC.

Executed By: 

Date: 1/5/04

Print or Type Name: Harry Todd

Title: Plant Manager

Designated Representative: Ronald E. Baylor, Esq.

Firm: Miller, Canfield, Paddock and Stone, PLC

Address: 444 West Michigan Avenue

Kalamazoo, MI 49007

Telephone: 269-381-7030

Fax: 269-382-0244

Agent for Service: Ronald E. Baylor, Esq.

Address: Miller, Canfield, Paddock and Stone, PLC

444 West Michigan Avenue

Kalamazoo, MI 49007



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*STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL*

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Kawneer Company, Inc.

Executed By: 

Date: January 8, 2004

Print or Type Name: Ronald D. Dickel

Title: Vice President

Designated Representative: Patricia A. Shaw, Esq.

Firm: LeBoeuf, Lamb, Greene & MacRae, LLP

Address: One Gateway Center

420 Fort Duquesne Blvd., Suite 1600

Pittsburgh, PA 15222-1437

Telephone: (412) 594-2308

Fax: (412) 594-5237

Agent for Service: CSC-Lawyers Incorporating Service Company

Address: 601 Abbott Road

East Lansing, MI 48823

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
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SIGNATURE PAGE

*STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL*

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Kirsch Divison of Newell Window Furnishings

Executed By:

*D. Matschullat*

Date:

January 6, 2004

Print or Type Name:

Dale L. Matschullat

Title:

Vice President, General Counsel  
of Newell Rubbermaid Inc.

Designated Representative:

Gabriel Rodriguez

Firm:

Schiff Hardin and Waite

Address:

6600 Sears Tower

Chicago, Illinois 60606

Telephone:

312-258-5516

Fax:

312-258-5700

Agent for Service:

Address:

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
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STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Magna Donnelly Corporation (f/k/a Donnelly Corporation)

Executed By: Charles R. Pear

Date: January 10, 2004

Print or Type Name: Charles R. Pear

Title: Vice President

Designated Representative: Mark M. Davis, Esq.

Firm: Varnum, Riddering, Schmidt & Howlett LLP

Address: Bridgewater Place

P.O. Box 352

Grand Rapids, MI 49501-0352

Telephone: 616/336-6733

Fax: 616/336-7000

Agent for Service: Mark M. Davis, Esq.

Address: same as above

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
CONSENT DECREE  
SIGNATURE PAGE

*STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL*

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Menasha Packaging Company, LLC

Executed By: 

Date: 1/19/04

Print or Type Name: Tim L. Howard

Title: General Manager

Designated Representative: Rebecca L. Takacs

Firm: Dickinson Wright PLLC

Address: 500 Woodward Avenue

Suite 4000

Detroit, Michigan 48226

Telephone: (313) 223-3190

Fax: (313) 223-3598

Agent for Service: Menasha Packaging Company, LLC

Address: 320 North Farmer Street

Otsego, MI 49078

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
CONSENT DECREE  
SIGNATURE PAGE

*STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL*

IT IS SO AGREED BY DEFENDANT:

Defendant Company: OWENS-ILLINOIS, INC.

Executed By: 

Date: January 6, 2003

Print or Type Name: Susan L. Smith, Esq.

Title: Counsel

Designated Representative: Ronald E. Baylor, Esq.

Firm: Miller, Canfield, Paddock and Stone, PLC

Address: 444 West Michigan Avenue

Kalamazoo, MI 49007

Telephone: 269-381-7030

Fax: 269-382-0244

Agent for Service: Ronald E. Baylor, Esq.

Address: Miller, Canfield, Paddock and Stone, PLC

444 West Michigan Avenue

Kalamazoo, MI 49007

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
CONSENT DECREE  
SIGNATURE PAGE

STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Park & Davis AND Company

Executed By: Carol A. Casazza

Date: 1/13/04

Print or Type Name: Carol A. Casazza

Title: Assistant General Counsel  
Corporate EHS - legal

Designated Representative: Ellen Radow Sadat, Esq.

Firm: Drinker Riddle & Reath LLP

Address: 105 College Road East, P.O. Box 627

Princeton, New Jersey 08542-0627

Telephone: (609) 716-6500

Fax: (609) 799-7000

Agent for Service: Michael G. Mahoney, Esq. With a copy to: Ellen Radow Sadat, Esq.

Address: Pfizer Inc., Legal Dept. Drinker Biddle & Reath LLP  
235 East 42nd Street 105 College Road East  
New York, NY 10071 P.O. Box 627  
Princeton, NJ 08542-0627

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
CONSENT DECREE  
SIGNATURE PAGE

STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Parker-Hannifin Corp.  
Executed By: Christopher H. Morgan  
Date: Jan. 15, 2004  
Print or Type Name: Christopher H. Morgan  
Title: Associate General Counsel  
  
Designated Representative: Christopher H. Morgan, Associate General Counsel  
Firm: Parker-Hannifin Corporation  
Address: 6035 Parkland Blvd.  
Cleveland, OH 44124-4141  
  
Telephone: (216) 896-2943  
Fax: (216) 896-4027  
  
Agent for Service: Thomas A. Piraino, Jr., General Counsel  
Address: Parker-Hannifin Corporation  
6035 Parkland Blvd.  
Cleveland, OH 44124-4141

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
CONSENT DECREE  
SIGNATURE PAGE

STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL

IT IS SO AGREED BY DEFENDANT:

Defendant Company: Shakespeare Co  
Executed By: John J. Rangel  
Date: 1/9/04  
Print or Type Name: John J. Rangel  
Title: Senior vice president + CFO  
Designated Representative: THOMAS M. Woods  
Firm: \_\_\_\_\_  
Address: 3033 CHEWTON CROSS ROAD  
BLOOMFIELD HILLS, MI 48301-2529  
Telephone: (248) 645-0843  
Fax: (248) 645-9076  
Agent for Service: THOMAS M. Woods  
Address: 3033 CHEWTON CROSS ROAD  
BLOOMFIELD HILLS, MI 48301-2529



OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
CONSENT DECREE  
SIGNATURE PAGE

*STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL*

IT IS SO AGREED BY DEFENDANT:

Defendant Company: The W-L Molding Company

Executed By: George R. Laure (by name)

Date: January 7, 2004

Print or Type Name: Geo. R. Laure

Title: Vice President/Treasurer

Designated Representative: Mark M. Davis, Esq.

Firm: Varnum, Riddering, Schmidt & Howlett LLP

Address: Bridgewater Place

P.O. Box 352

Grand Rapids, MI 49501-0352

Telephone: 616/336-6733

Fax: 616/336-7000

Agent for Service: Mark M. Davis, Esq.

Address: same as above

OTSEGO/A-1 DISPOSAL LANDFILL, ALLEGAN COUNTY, MICHIGAN  
CONSENT DECREE  
SIGNATURE PAGE

*STATE OF MICHIGAN, ET AL v AMERICAN CYANAMID COMPANY, ET AL*

IT IS SO ORDERED, ADJUDGED, AND DECREED THIS 4<sup>th</sup> day of Feb., 2004.

WILLIAM E. COLLETTE  
HONORABLE

ATTEST: A TRUE COPY

TINA M. DUDA  
Deputy Court Clerk

A-1 Disposal Landfill/1999250050B/Consent Decree

**ATTACHMENT A**

**PROPERTY DESCRIPTION**

The legal description for the property is as follows:

Parcel 1: All that certain piece or parcel of land situated and being in the Township of Otsego, County of Allegan, and State of Michigan, described as follows: The West  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 18, Town 1 North, Range 12 West.

Parcel 2: All that certain piece or parcel of land situated and being in the Township of Otsego, County of Allegan, State of Michigan, described as follows: That point of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  North of the Highway of Section 19, Town 1 North, Range 12 West.

ATTACHMENT B  
SUMMARY REPORT

Site Name      A-1 DISPOSAL LANDFILL

County          ALLEGAN

Site ID Number   030003

Total for Employee Salaries and Wages	\$173,835.97
Period Covered: 10/22/83 - 2/20/99	
Indirect Dollars	<u>\$31,242.88</u>

Sub-Total	<u>\$205,078.85</u>
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Total for Employee Travel Expenses	
Period Covered: 8/18/90 - 12/31/98	\$14,781.23

Total for Contractual Expenses	
WW Engineering & Science 91-GA7194 (closed)	\$970.00
Period Covered: 2/11/91	
EDER Associates 92-GA9024 (closed)	\$809,680.90
Period Covered: 8/31/92 - 9/9/94	
WW Engineering & Science 93-GA7010 (closed)	\$18,342.50
Period Covered: 5/3/93 - 4/6/95	
EDER Associates Consult. Eng., PC 94-GA7634 (closed)	\$351,174.15
Period Covered: 3/15/94 - 8/7/97	
EDER Associates Consult. Eng., PC 94-GA7641 (closed)	\$443,818.00
Period Covered: 3/15/94 - 5/9/97	
SNELL Environmental Group, Inc P8001773 (open)	\$103,667.72
Period Covered: 10/5/98 - 2/25/99	
SNELL Environmental Group, Inc P9000493 (open)	\$3,219.83
Period Covered: 2/12/99	
Piedmont Remedial Services Inc Y40234 (closed)	\$40,909.12
Period Covered: 1/10/95 - 3/14/97	
City Environmental Contracting, Inc Y50182 (closed)	\$1,416,643.31
Period Covered: 8/31/95 - 7/2/97	
SNELL Environmental Group, Inc Y60089 (closed)	\$164,952.96
Period Covered: 2/7/96 - 2/11/97	

Contract Sub-Total	\$3,353,378.49
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Total for Miscellaneous Expenses	\$46,915.09
Period Covered: 3/12/91 - 11/24/98	

Total for Laboratory Expenses	<u>\$20,166.68</u>
Period Covered: 5/31/91 - 9/30/98	

Total Combined Expenses for Site	<u><u>\$3,640,320.34</u></u>
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Run Date 4/5/99

**ATTACHMENT C  
SUMMARY REPORT**

Site Name	A-1 DISPOSAL LANDFILL Updates
County	ALLEGAN
Site ID Number	03000003
Project Number	450204-00

Total for Employee Salaries and Wages	\$92,426.93
Period Covered: 4/4/99 - 4/26/03	
Indirect Dollars	\$17,710.28
Sub-Total	<u>\$110,137.21</u>

Total for Employee Travel Expenses	\$1,863.01
Period Covered: 4/4/99 - 3/31/03	

Total for Contractual Expenses	
DLZ Michigan - LOE P1001640	\$8,374.50
Period Covered: 2/20/03 - 4/15/03	
DLZ Michigan - LOE P1001639	\$76,076.84
Period Covered: 11/7/01 - 4/15/03	
DLZ/SEG P002208	\$47,194.91
Period Covered: 4/12/99 - 11/8/00	
DLZ/SEG P0001791	\$326,099.24
Period Covered: 4/6/99 - 10/25/01	
Great Lakes Carbon Treatment, Inc. P0000687	\$138,163.15
Period Covered: 5/26/00 - 4/25/03	
DLZ Labs, Inc. B0000118	\$115.00
Period Covered: 2/24/00	
Trace Analytical Laboratories, Inc. B0000114	\$20,133.00
Period Covered: 3/18/02 - 1/8/03	
Trace Analytical Laboratories, Inc. B3001005	\$7,232.00
Period Covered: 3/19/03	
Contract Sub-Total	<u>\$623,388.64</u>

Total for Miscellaneous Expenses	\$17,582.37
Period Covered: 4/4/99 - 9/30/02	

Total for Laboratory Expenses	\$12,394.83
Period Covered: 4/4/99 - 9/30/02	

Total for Attorney General Expenses	\$16,105.50
Period Covered: 4/4/99 - 11/30/02	

Total Combined Expenses for Site	<u>\$781,471.56</u>
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Run Date 5/20/03